

PARK RULES



These Park Rules are in place for the good management of Merlewood Country Park and the benefit of all who use it. These rules form part of the Licence Agreement that is the contract between us for your occupation of a pitch on the Park. They should be read alongside your Licence Agreement.

The Park Rules do not affect anything to which you are entitled under the terms of your Licence Agreement.

The expression “you”/”your” means the Caravan owner and/or occupier.

The expression “we”/”us”/”our” refers to the park owner and/or manager.

Please make sure that anyone using the Caravan is aware of the Park Rules.

The rules set out below are the Park Rules referred to in your Licence Agreement. You are reminded that breach of these rules is a breach of your Licence Agreement and could result in termination of the Licence Agreement.

The Season :

- 1) The Park is licensed for use only during the Season which presently extends from 1st March to 31st January each year inclusive. At other times of the year you may visit the Park during day light hours but overnight stays are not permitted. **All Caravans sited on Merlewood must only be used as holiday accommodation and not as your only or main residence.**

Permitted Number of Occupiers :

- 2) Your caravan may not be used for sleeping a number of persons greater than the “maximum sleeping capacity” as stipulated within the Licence Agreement.

Visitors to the Caravan :

- 3) We ask for notice of any person occupying a caravan other than yourself/yourselves as the caravan owner/s and your immediate family as a precaution against the unauthorised use of caravans and so that people can be located in case of emergency. **Sub-letting of caravans is not permitted.**
- 4) **No visitor/s may use the Holiday Caravan for more nights in one season than the registered owner of the caravan**

It is your responsibility to ensure that your visitors and all occupiers of your Caravan adhere to the Park Rules.

Safety :

- 4) You should obey all health and safety notices displayed on the Park and act on the reasonable instructions of Park staff in matters of health and safety. You should use the Park safely and should not cause danger to others.

Security :

- 5) All caravans, vehicles and personal possessions etc which are kept on the Park are kept here entirely at their Owner's risk. Reasonable precautions will be taken but the Park Owner can accept no liability whatsoever for loss, damage or personal injury suffered by any person using the Park.

Behaviour :

- 6) In the event of persistent or serious misconduct by you, a member of your family, or occupiers, visitors or guests, we will follow any relevant notice procedures in the Licence Agreement. We do not have to follow any formal procedure to eject visitors.

No person shall wilfully damage or disfigure any of the Park buildings, roadways, equipment or any trees, hedges or plants.

You should respect the privacy of other Caravan owners and keep noise to a minimum between the hours of 9pm and 11am and absolute quiet between 11pm and 9am. Musical instruments, hi-fi systems, televisions, radios etc and motor vehicles must not be used to cause nuisance to others, especially between the hours of 11pm and 9am.

Your Caravan and any additions to your caravan and/or to the pitch:

- 7) The exterior of each caravan must be kept smartly painted and in good repair. **You must not change the exterior colour of your Caravan.**

If you require your Caravan painting, repairing or cleaning the Park Manager will be glad to offer advice.

If you wish to make any alterations/additions to your Holiday Home and/or Pitch – such as the installation of a veranda, UPVC Double Glazing etc – prior written permission must be sought from us in order to ensure that such work complies with the requirements of the Site Licence, the European Health & Safety Standard EN1647:1998 and the Fire Regulations as laid down by the Fire Authority etc. Open verandas may be built to a maximum width of 1.5 metres and there may only be one veranda built in the open space between two adjoining caravans. For health and safety reasons only contractors recommended by the Park Owner are allowed to erect verandas and skirtings around holiday homes on the Park. Written permission from us must be sought before commencement of any such work.

Only one non-combustible shed or non-combustible storage bunker is allowed per caravan up to a maximum size of 6ft x 6ft. Sheds should be positioned so as not to be visually obtrusive.

Driveways should be constructed using "Ecoblocks". Where this is not possible flags may be used but in this case the driveways must be no wider than 2.5 metres and no longer than 5 metres.

You may only use washing lines of the rotary or windowsill type and these must be removed and stored out of sight immediately after use. These should be positioned so as not to inconvenience any other caravan owner. Any clothesline must be taken in before dusk to reduce the risk of personal injury during the hours of darkness. We ask that washing should not be hung outside on Saturdays, Sundays and Bank Holidays.

As a Caravan Owner you are responsible not only for the cleanliness of the pitch which must be kept neat and tidy at all times—this includes the area underneath the caravan and the garden area, if applicable – but also for the maintenance of any flagged pathway and/or car parking spaces on your particular pitch.

Enclosure of Pitches :

- 8) We do not permit the erection of fences or any form of enclosure of a caravan pitch.

The Winter Months and The Closed Season :

- 9) You must ensure that when your caravan is not in use during the winter months that the water is turned off and the system is drained down in order to prevent the possibility of bursts.

It is your responsibility to drain down and prepare your Caravan for the Closed Season.

During the Closed Season we recommend that the curtains of your Caravan are drawn back and all items of value removed.

Utility Installations :

- 10) You must switch off water connections when the Caravan is not occupied.

If you experience any problem with the Park's electrical, gas or water system, you should contact us. You must not attempt to work on any part of the park's electrical, gas or water system yourself; this includes any installations on the pitch.

Drainage System:

- 11) You must not introduce any foreign items into the drainage system including cleaning cloths, babies nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint.

Vehicles :

- 12) All vehicles driven onto Merlewood must not exceed the 10mph speed limit, must adhere to the road system in force and must not be parked on the roadways at any time. You must not park more than one vehicle at your caravan. Motorhomes and/or touring caravans cannot be parked on the Park.

You must hold a full current driving licence and you are not permitted to give anyone driving lessons on the Park. We do not permit learner drivers to drive on the Park.

Motorhomes and/or touring caravans cannot be parked on the Park.

Other than for delivering goods and services, you must not park or allow the parking of commercial vehicles of any sort on the Park itself. Any large vehicles such as transit vans/commercial vehicles should be parked on the car park at the entrance to the Park in order to ensure that no-one's view is restricted. Further, if you intend to leave the Park before 8am if at all possible please will you also park on the car park at the entrance the night before so as not to disturb your neighbours.

You must insure all vehicles, accessories and items towed by vehicles (such as boats and jet skis) you use on the Park as for use on the public highway.

You must not keep disused or unroadworthy vehicles anywhere on the Park. We reserve the right to remove any vehicle which is apparently abandoned.

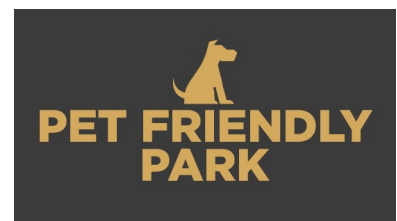
You must not carry out the following works or repairs on the Parks:

- A) major vehicle repairs such as dismantling of part(s) of the engine.
- B) works which involve the removal of oil or other fuels.

Motor vehicle repairs must not be carried out at the Park but a recognised breakdown service may attend in the event of a breakdown.

Quad bikes, trail bikes and powered scooters are not permitted on the Park.

You must not wash cars using a hosepipe.



Pets :

- 13)** As a Pet Friendly Park we welcome pets; however only caravan owners or their immediate family are allowed to bring pets onto the Park—a maximum of 2 dogs per caravan. The only exception to this rule are any breeds subject to the Dangerous dogs Act 1991. This permission does not extend to visitors to caravans on the Park or to your friends who may be temporarily staying in your caravan. Dogs must at all times when outside the caravan be kept on a lead. If a dog is tethered to a caravan by a lead, that lead must not exceed 3m in length so that the dog cannot stray onto land allocated to the adjoining caravans. Dogs must not be exercised on the Park and must not be allowed to foul any part of the Park or property owned by the Park Owner. Under no circumstances must dogs be taken into the Park Office, the Laundry, the Toilet and Shower facilities , onto the Children's Play Area or into the designated Conservation Area. A dog owner in default of any of these conditions shall be given a written warning and if the nuisance persists then that person will not be allowed to bring the pet back onto the Park.

Your Licence Agreement contains undertakings not to cause any nuisance, undue noise or disturbances. These extend to the behaviour of pets and animals.

Recreation :

- 14)** All children using the designated play area—if in operation—must at all times be supervised by a competent adult. Children of course may play on the Park but care must be taken not to cause any disturbance/nuisance to any of the Caravan Owners. **Due to the topography of the Park rollerblades and skateboards must not be used.** The safety of children on the Park is of paramount importance.
- 15)** You must not use drones, powered model aircraft or any other powered flying objects on the Park.

Refuse :

- 16)** You must not deposit refuse outside your caravan. You should use the large Eurobins which are provided at strategic points around the Park.

We encourage recycling and our main recycling area for paper, plastics, cans and bottles is located by the entrance to the Park.

Fire and Other Precautions :

- 17)** You must ensure that all occupants of your Caravan are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.

You must not store fuels or combustible materials other than LPG containers on the Park.

There must be two Carbon Monoxide Detectors fitted to each caravan. These should be positioned as per the manufacturer's guidelines and they should be checked regularly to ensure that they are in full working order at all times.

Mail :

- 18)** You may not use the Park address for postal and parcel deliveries.

General :

- 19)** No unauthorised business or trade may be carried out within the Park.
- 20)** You must not cut any trees or hedges at the Park. If you find any tree or hedge a nuisance or unsatisfactory you should take the matter up with us; do not deal with it yourself.
- 21)** Gas bottles are available and must be paid for at the time of ordering. No credit will be allowed. For health and safety reasons only members of the Park staff are allowed to deliver and collect gas bottles which have been supplied by the Park. Only empty gas bottles from the Park's supplier will be accepted and taken back into stock. Deliveries will ONLY be made during daylight hours. Caravan Owners are not permitted to bring gas bottles onto the Park in their own vehicles for health and safety reasons.
- 22)** Renewal notices for seasonal pitch fees will be posted on 1st November or earlier for the following year but these will not include rates and water rates which are invoiced later when the local authority has fixed the rate. The pitch fee is due by 1st February each year at the latest. Any Owner not wishing to renew his/her pitch must notify the Management in writing by 1st December at the latest and must arrange with the Park Office to have the caravan removed from the Park by 1st February—one month before the beginning of the new Season. Anyone paying the seasonal pitch fee is deemed to agree to pay the rates, the water rates, the electrical infrastructure and administration charge and the electricity accounts as and when invoiced.
- 23)** The Park Owner reserves the right to re-let a pitch and to remove the caravan sited there if the seasonal pitch fee has not been paid by the due date of 1st February each year. Any costs associated with such removal will be charged to the Caravan Owner.

- 24)** New Caravan Holiday Homes may only be purchased through the Park Owner or via an approved dealership. Any Owner wishing to sell his/her Second Hand Caravan on the Park may do so by any means. Merlewood does offer an agency for the re-sale of Caravan Holiday Homes. Regardless of how a Caravan is re-sold the Purchaser/s must be approved by the Park Owner prior to any commitment to purchase being made.

For safety reasons for all re-sales on Merlewood a gas soundness test of all gas appliances must be carried out by a GAS SAFE registered engineer and the safety certificate made available for any prospective purchaser to view. Likewise the electrics within the Holiday Home must be tested by a qualified electrician and a certificate made available. Any faults found must be remedied at the holiday homeowner's expense.

Regardless of how a Second Hand Caravan is sold a 15% commission of the full selling price plus VAT at the current rate is payable to Merlewood Country Park upon completion and assignment of the Caravan. The full selling price is taken to mean the Holiday Home itself, the Contents plus any Veranda, Skirting and/or Storage Shed or Bunker if applicable. No Holiday Home may be re-sold on the Park to a third party below its market value. Any Caravan sold or transferred on the Park without the written approval of the Park Owner and/or without the commission payment being made etc will have to be removed from the Park within 14 days of notice being given. Pitch fees are non-transferrable upon the sale of a holiday home.

- 25)** A Caravan Owner may of course remove his caravan from the Park at any time at his/her own expense provided any outstanding amounts due to Merlewood Country Park have been paid in full including the disconnection and de-siting charge levied by the Park - that work being charged at cost— plus any costs incurred in the removal and disposal of any veranda and steps and that a minimum of three month's written notice has been given to the Park Owner. There is no commission payable on a Caravan which is sold off-site.
- 26)** Pitch fees are accepted strictly on the understanding that the Park Rules will be observed.

**** IN THE INTERESTS OF THE ENVIRONMENT, PLEASE CONSERVE AS MUCH WATER AND ENERGY AS POSSIBLE ** THANK YOU**

Our Holiday Home Owners are advised to read these rules carefully and to acquaint their families and visitors with the contents.

Extra copies may be obtained if required.



Guidance :

The Guidance below does not contain any new licence conditions or Park Rules. We use it to highlight some practical points about spending time on our Park and to remind you of some of the important conditions and rules in a less formal way.

- Clause 4.5 of the Licence Agreement requires you to insure the Caravan and its contents. Please remember that you must keep this insurance in place during the Closed Season as well.
- Clause 4.7 of the Licence Agreement requires you to comply with the Site Licence. A copy of the current Site Licence is always on display in the Park Office. Please note that the Site Licence which is issued by Fylde Council may be updated from time to time.
- Clause 4.8 of the Licence Agreement says that you need our permission for any building works. Please note the following :
 - * If you wish to add any external structure to the Caravan such as a veranda or balcony we ask that you send us plans of what is proposed. If we give our permission, it will remain your responsibility to ensure that the work will not breach any term of the Site licence and that your unit will still be a Caravan in the eyes of the law in particular be physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer). Planning permission may be needed and we may attach reasonable conditions such as requiring an inspection at intervals during the course of construction. We will not withhold permission unreasonably.
 - * Slabs and paving counts as building works and so require our prior written permission.
 - * Satellite dishes count as TV aerials and are a potential nuisance to your neighbours. They also require our prior written permission. If we grant permission we expect installation on your caravan rather than on the ground.
- Clause 4.9 of the Licence Agreement requires you to give us written notice of any work to be carried out by external contractors.
- Clause 5 of the Licence Agreement sets our Behaviour Standards and they are important. You are responsible for your behaviour and that of your family, visitors and contractors whilst on the Park. We recommend that you supervise your children at all times.



WELCOME TO OUR PARK.

WE WISH YOU MANY HAPPY SEASONS WITH US.